## ADDENDUM NO. 1 TO INTERLOCAL AGREEMENT

THIS ADDENDUM adds to and modifies that certain "Interlocal Agreement between City of Redmond and Eastside Public Safety Communications Agency for Office Space and Support Services" ("the Interlocal Agreement") previously entered into between the parties.

WHEREAS, the parties entered into the Interlocal Agreement in order to provide for the Eastside Public Safety Communications Agency ("EPSCA") to occupy space in the City of Redmond ("Redmond") Public Safety Building and to establish the terms and conditions under which Redmond would provide necessary staff support for EPSCA; and

WHEREAS, Section 13 of the Interlocal Agreement provides that Redmond will hire support staff currently employed at the City of Bellevue ("the EPSCA employees") in order to provide staff support for EPSCA's day-to-day operations, and

WHEREAS, issues have arisen concerning the transfer of vacation and sick leave accrued by the EPSCA employees at the City of Bellevue, and Redmond and EPSCA have entered into a Benefit Transition Agreement with Bellevue that allows the EPSCA employees to transfer the leave subject to the withholding of income and payroll taxes, and

WHEREAS, in order to lessen the impact of such taxation on the EPSCA employees and in order to facilitate the transfer of accrued vacation and sick leave, Redmond and EPSCA have decided to enter into this Addendum providing an additional financial incentive for the EPSCA employees to transfer from Bellevue employment to Redmond employment and to clarify the employment status of the EPSCA employees upon employment by Redmond,

NOW, THEREFORE, IN CONSIDERATION OF the terms and conditions set forth below, Redmond and EPSCA agree as follows:

1. Additional Payment to EPSCA Employees. In order to lessen the impacts of the taxation of transferred leave as provided in the Benefit Transition Agreement and in order to provide an incentive for the EPSCA employees to transfer their employment from Bellevue to Redmond, Redmond and EPSCA agree that Redmond will make a one-time bonus incentive payment to each EPSCA employee who transfers from Bellevue to Redmond. The amount of the one-time bonus incentive payment to be made to each of the employees is set forth in Attachment A to the Benefit Transition Agreement, herein incorporated by reference, and shall be grossed up in an amount sufficient to cover the cost of taxes and other unavoidable deductions. The payment shall be subject to the withholding of federal income tax, payroll taxes, and MEBT contributions, if applicable, in the same manner as other compensation of the EPSCA employees under Redmond's personnel policies and procedures. EPSCA agrees to reimburse Redmond for the payments at the gross amounts as calculated above within thirty days of notification by Redmond that the payments have been made to the EPSCA

employees. Redmond shall endeavor to make the payments required by this Section by May 8, 2009.

- 2. Sick Leave Bank. In addition to the transferred vacation leave provided for in the Benefit Transition Agreement, Redmond agrees to allow each EPSCA employee to transfer to Redmond any sick leave bank accrued at Bellevue in an amount up to (a) the total number of sick leave hours accrued at Bellevue under Bellevue's personnel policies and procedures, or (b) the maximum number of sick leave hours that may be accrued under Redmond's non-union personnel policies and procedures, whichever is less. Use of the transferred sick leave shall thereafter be subject to all personnel policies, requirements and procedures of Redmond. The EPSCA employees shall thereafter accrue Redmond sick leave as provided in Redmond's personnel policies and procedures for non-union employees.
- 3. EPSCA Employee Cost Reimbursement. EPSCA and Redmond agree that the EPSCA employee costs that will be reimbursed by EPSCA to Redmond include all salaries, wages, and benefits paid by Redmond to the EPSCA employees, including but not limited to the bonus payments provided for in this addendum, all vacation and sick leave transferred for the EPSCA employees from Bellevue to Redmond as the same is used, all additional vacation and sick leave thereafter accrued by the EPSCA employees at Redmond as the same is used, and all other benefits and compensation paid or to be paid by Redmond to the EPSCA employees.
- 4. Status of EPSCA Employees. The EPSCA employees will be regular employees of the City of Redmond upon the first day of hire and entitled to all benefits, vacation and sick leave accrual rates, and other rights and privileges accorded regular employees. No probationary period will be required for the EPSCA employees.
- 5. Interlocal. Except as modified herein, all terms of the Interlocal Agreement remain in full force and effect.
- 6. Counterparts. The Addendum may be signed in counterparts, each of which shall be deemed an original, and all of which, taken together, shall be deemed one and the same document.

CITY OF REDMOND	EASTSIDE PUBLIC SAFETY COMMUNICATIONS AGENCY
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Mayor John Marchione Date: 4/36/09	Leon Kos, Executive Board Chair Date:
Date. 1 13-13-1	Date

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- 4. Status of EPSCA Employees. The EPSCA employees will be regular employees of the City of Redmond upon the first day of hire and entitled to all benefits, vacation and sick leave accrual rates, and other rights and privileges accorded regular employees. EPSCA employees will accrue vacation and sick leave time at a level that is consistent with Redmond Personnel Policies for employees with like tenure before their transfer from Bellevue to Redmond. No probationary period will be required for the EPSCA employees.
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CITY OF REDMOND	EASTSIDE PUBLIC SAFETY COMMUNICATIONS AGENCY
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Mayor John Marchione Date:	Leon Kos, Executive Board Chair Date:

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## ATTEST:

Michelle M. McGehee, City Clerk, CMC

(SEAL)

APPROVED AS TO FORM:

APPROVED AS TO FORM:

James E. Haney, City Attorney

William Evans, EPSCA Attorney

ATTEST:	
Michelle M. McGehee, City Clerk, CMC	(SEAL)
APPROVED AS TO FORM:	APPROVED AS TO FORM:
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James E. Haney, City Attorney	William Evans, EPSCA Attorney